

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant The Glover Park Group, LLC		2. Registration No. 5666
3. Name of Foreign Principal Ministry of Justice of the Republic of Kazakhstan	4. Principal Address of Foreign Principal 010000, Republic of Kazakhstan, Astana, 8 Orynbor str,	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant The Ministry of Justice		
b) Name and title of official with whom registrant deals Marat Bakytzhanovich Beketayev		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A November 14, 2014	Name and Title Joel Johnson, Managing Director	Signature /s/ Joel Johnson	eSigned
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Glover Park Group, LLC

2. Registration No.

5666

3. Name of Foreign Principal

The Ministry of Justice of the Republic of Kazakhstan

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide communications consulting services to the Ministry of Justice of the Republic of Kazakhstan regarding legal issues and in relation to dispute resolution proceedings and hearings.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide communications consulting services to the Ministry of Justice of the Republic of Kazakhstan regarding legal issues and in relation to dispute resolution proceedings and hearings.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will provide communications consulting services to the Ministry of Justice of the Republic of Kazakhstan regarding legal issues and in relation to dispute resolution proceedings and hearings.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
November 14, 2014	Joel Johnson, Managing Director	/s/ Joel Johnson eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

October 2014

**AGREEMENT
FOR PROVISION OF PACKAGE OF CONSULTING SERVICES
ASSOCIATED WITH
advising on matters related to representation in dispute resolution proceedings and
hearings**

between

Ministry of Justice of the Republic of Kazakhstan

and

The Glover Park Group, LLC

The present Agreement was concluded on 13th October, 2014 between the Ministry of Justice of the Republic of Kazakhstan in the person of Marat Bakytzhanovich Beketayev, Executive Secretary of the Ministry of Justice of the Republic of Kazakhstan (hereinafter referred to as the Ministry of Justice and as the Client) and the **The Glover Park Group, LLC** (legal address: 1025 F Street, NW, 9th Floor, Washington, DC 20004, United States of America) in the person of Carl A. Smith, Jr. (hereinafter referred to as the Consultant), hereinafter referred to collectively as the Parties.

PREAMBLE

In view of the fact that the Republic of Kazakhstan has the dispute with certain previously identified individual(s) (or with any of the companies that are shareholders of such individual(s))

taking into account that the Ministry of Justice of the Republic of Kazakhstan is an agency, which is responsible for ensuring the defense of the interests of the state in legal matters and which procured consulting services involving the defense and the representation of the interests of the state (hereinafter referred to as the Services) according to item 34 of Article 4 of the Law of the Republic of Kazakhstan "On State Procurements", and

that the Consultant has extensive experience and standout reputation for creating and executing strategic communications and public relations campaigns,

the Client hereby engages the Consultant to represent the interests of the Republic of Kazakhstan on the following terms.

1. SUBJECT MATTER OF AGREEMENT

1.1. Type of services

The Consultant undertakes to provide consulting services in favor of the Client regarding representation in dispute resolution proceedings and hearings (the "Matter") on a paid basis.

1.2. Scope of services

The Consultant's Services shall include:

- (i) development of the strategy representing the interests of the Republic of Kazakhstan in the Matter;
- (ii) representation of the interests of the Republic of Kazakhstan in connection with this Matter;
- (iii) submission of reports on all stages of Matter to the Client;
- (iv) provision of technical assistance to the Client in connection with the Matter, which may include the presence of the Client's employees in the Consultant's offices in connection with the Matter ;
- (v) participation of the Consultant's representatives in meetings concerning the Matter both in and outside the Republic of Kazakhstan;

1.3 Language of Services

The documents for Matter shall be prepared by the Consultant in the English and Russian languages and sent to the Client using the previously agreed means of communication. Routine correspondence with the Client will be in English whereas important correspondence, such as official presentations and public facing communications between the Client and the Consultant shall also be in the English and Russian languages.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Consultant's obligations:

2.1.1. Quality of services

The Consultant undertakes to perform assignments related to the provision of the Services in a quality manner, in good faith, efficiently and reasonably in accordance with normal practices.

The reports shall be received and the quality of the rendered Services shall be evaluated by the Client.

2.1.2. Confidentiality

(i) The Consultant shall ensure confidentiality of the information related to the provision of the Services under the present Agreement and shall not disclose it to any natural or legal person without the Client's prior written consent with the exception of the cases when such information is already publicly available or has been disclosed irrespective of any work performed for the Client and with the exception of the cases when the Consultant must disclose details of the relations between the Client and the Consultant in accordance with the law in effect where the Consultant's office is located. In such cases, the Consultant shall promptly notify the Client and about the disclosed information and the reasons for its disclosure.

(ii) Any disclosure of the information considered by the Parties to be confidential would be a violation of the present Agreement and would entail the cancellation of the present Agreement (irrespective of whether this has been caused by deliberate, careless or overconfident actions of the Consultant) and the full reimbursement of damages incurred by the aggrieved Party to the present Agreement as set forth in Section 4 below.

2.1.3. Conflict of interest

(i) The payments to the Consultant for its Services in accordance with Section 3 of the present Agreement shall be the only payments made to it in connection with the Services provided under the present Agreement.

(ii) During the term of this Agreement, the Consultant shall not take part and shall ensure that its personnel does not take part in any business or professional activity which runs counter to that assigned to it under the present Agreement (i.e. the previously identified individual(s) in which Consultant is providing consulting services surrounding a dispute).

2.1.4. Consultant's documents and reports

(i) Along with regular monthly reports the Consultant shall submit Acts on Provided Services, indicating the actions taken by the Consultant in the course of the provision of the Services, their scope and their cost, to the Client.

(ii) Reports and acts shall be submitted to the Client in the Russian and English languages in three copies certified by the Consultant's seal.

(iii) Once the provision of the Services under the present Agreement is discontinued the Consultant shall submit all the documents received and used in the Matter, including those provided by the Client, and their detailed list to the Client within 20 (twenty) business days. The Consultant may keep one copy of such a document, but it may not use the copies for purposes not related to the present Agreement after submitting the document originals to the Client.

(iv) Except as otherwise indicated by the Client all the documents prepared by the Consultant for submission shall be approved by the Client in the Russian and English languages prior to such a submission. PDF copies of the documents shall be submitted electronically for approval. Once approved, Consultant shall submit originals to Client.

2.1.5. Provision of information by the Consultant to the Client

The Consultant shall inform the Client about the progress of work in the Russian and English languages in writing and – at the Client's reasonable request – by phone and emails.

2.1.6. Notification of the Client

Should it be impossible to perform the actions requested by the Client the Consultant shall notify the Client about it within 5 (five) business days of receipt of the request, indicating why their performance is impossible.

2.1.7. Provision of Technical Assistance to the Client

The Consultant shall provide technical assistance to the Client by ensuring the presence of the Client's employees in the Consultant's offices in connection with the preparation for documents upon request of the Client and at a mutually agreed upon time.

2.2. Consultant's Rights

2.2.1. Access to information and documents

The Consultant shall be entitled to receiving the necessary documents, which are in the Client's possession, from the Client for the purpose of getting familiarized with these documents and using them in compliance with the terms of the present Agreement. Pursuant to the national laws of the Republic of Kazakhstan the Client shall render assistance to the Consultant in obtaining the necessary documents from government agencies or organizations of all proprietary forms in the Republic of Kazakhstan and, if necessary, foreign countries.

2.2.2. Personnel

(i) The Parties agreed that the following Personnel of the Consultant are engaged for the provision of the Services:

- Tana Bosshard, Assistant
- Megan Grant, Director
- Jason Miner, Managing Director
- Alex Mistri, Managing Director

The Consultant guarantees that the Personnel used for the provision of the Services are sufficiently qualified and have extensive experience in dealing with the matters under consideration. If the Client is not satisfied with the quality of work performed by a particular employee of the Consultant, the Consultant shall, at the Client's request, replace such an employee with another employee approved by the Client.

(ii) The Consultant may replace its Personnel for the provision of the Services listed in subitem (i) of the current item only with the Client's consent obtained by exchanging correspondence.

2.2.3. Subcontracting

Consultant has the right to engage by the agreement with Client other counsels, specialists, experts, foreign lawyers, agencies and others (hereinafter referred to as "other consultants") to perform works relating to the subject-matter of the present Agreement.

2.2.4. Lead Consultant

The Consultant shall act as the Lead Consultant.

Other consultants engaged in accordance with the present Agreement shall be given tasks and assignments directly by the Client's authorized person or by the Lead Consultant with the Client's prior consent.

In case the Lead Consultant does not agree with an opinion/conclusion passed/drawn by the other consultants, the Lead Consultant shall, on the Client's instructions, provide the Services based on this opinion/conclusion, in which case the Lead Consultant may limit its/his

responsibility for the performance of services by submitting its/his well-grounded disagreement regarding them to the Client in writing.

2.3. The Client's obligations

2.3.1. Payment for Services

The Client undertakes to pay for the Services provided by the Consultant in the amounts and in the manner indicated in Section 3 of the present Agreement.

In case the either party terminates the present Agreement in accordance with item 5.7.1(f) of the present Agreement the Client shall pay all relevant amounts properly due through the termination date based on a prorata basis to the Consultant within 5 (five) days of receipt of the final invoices from the Consultant.

2.3.2. Assistance to the Consultant

The Client shall render reasonable necessary assistance and support to the Consultant and shall help it in preparing the documents, shall submit all the documents and the entire information necessary for the provision of the Services and shall take steps to obtain documents from other sources permitted by the laws of the Republic of Kazakhstan. This does not deprive the Consultant of its right to lawfully search for the documents necessary for the Matter on its own.

2.4. The Client's Rights

2.4.1. Receipt of information on work progress

The Client may request information on the progress of work under the present Agreement at any stage of its performance and may also review the written report on the Consultant's work for any reporting period and issue written binding instructions in case any shortcomings in the Consultant's performance of the Services are discovered. If the Client is not satisfied with the Services provided by the Consultant, the Client shall contact **Alex Mistri and Jason Miner**. Such satisfaction shall not be unreasonably withheld.

2.4.2. Audit

The Client may, at any time, engage an auditing firm to check the invoices submitted by the Consultant. Such services of the auditing firm shall be paid for at the Client's expense.

2.4.3. Cooperation between the Client and Consultant

The Client has the right to meet with Consultant in its offices that are outside of the territory of the Republic of Kazakhstan at mutually agreed upon times in the course of performance of the Services under the Agreement on any stage of its execution.

3. AMOUNTS OF PAYMENT AND PAYMENT PROCEDURES

3.1. Value of the Agreement

3.1.1. The Parties agree that the budget for the Services under the present Agreement shall be 160 000 (one hundred and sixty thousand) US dollars. The budget will be billed in equal monthly installments in each of the following 3 months of 2014; the Consultant's Services shall be paid in US dollars, at the exchange rate set by the National Bank of the Republic of Kazakhstan on the day of payment.

3.1.2. If the cost of the Services provided to the Client under the present Agreement exceeds the Value of the present Agreement, the Parties shall provisionally agree on the amounts, which will be needed for an efficient provision of the specified Services, and conclude a corresponding agreement additional to the present Agreement. If there is no additional

agreement signed by the Parties, the Consultant shall not be entitled to the payment of any non-agreed amounts. Any expenses in excess of the value of the present Agreement may be incurred by the Consultant only with the written consent of the Client's authorized person.

3.2. Payment of Remuneration

3.2.1. The Consultant shall be paid with funds coming from budgeting program 047 "Representation and defense of the State interests, the assessment of the prospects of court or arbitration proceedings and legal examination of the drafts of subsoil use contracts and investment contracts" by specific № 159 ("Payment for other works and services").

3.2.2. The Client shall pay for the Consultant's Services based on fixed monthly fees in set forth in 3.1.1.

3.2.3 After this Agreement enters into force the Client shall pay to the Consultant twenty five percent (25%) of the Agreement's value as an advance payment ("Advance Payment") and the Consultant shall be entitled to use the Advance Payment to meet the Costs. The Client shall pay the remaining part of the Agreement value according to the monthly invoices of the Consultant, supported by the Narratives and Statements of Work, taking into account the proportional deduction of the previously paid advance payment from each sum of accepted services;

The Consultant shall be entitled to deduct from the Advance Payment the invoices rendered to the Client under 3.3 below, once the invoices are approved by the Client.

3.3. Payment Procedures

3.3.1. Every month by the 10th (tenth) day of each month next to the reporting month, and for December costs no later than the 20th of December, the Consultant shall submit to the Ministry of Justice an Work Acceptance Act and a Report for the due payment, which shall be certified with the Consultant's seal which describes the work done in the English and Russian languages with the amounts indicated in US dollars.

3.3.2. The Client shall approve each invoice received from the Consultant by signing a Statement of Work, which will be submitted with each invoice. The Client should make payment of the monthly invoices within a reasonable time, but no later than 15 working days after signing of the Statement of Works by both parties. In the event the Client disagrees with any part of the invoice or Statement of Work it shall notify the Consultant to this effect within 15 days after receipt of the invoice or Statement of Work. Then the Consultant and the Client shall attempt to settle any differences on issues that arise. Payments to the Consultant shall be made in US Dollars in accordance with the exchange rate of the National Bank of Kazakhstan on the date of the Payment.

3.3.3. A payment shall be made by an interbank transfer with the use of the following information:

Beneficiary: « GLOVER PARK GROUP LLC »

1025 F Street, NW, 9th Floor, Washington, DC 20004, United States of America

Wire to: Wells Fargo Bank, N.A., 420 Montgomery Street, San Francisco, CA 94104

ACH instructions: Wells Fargo Bank, N.A., 255 2nd Avenue South Minneapolis, MN 55479

Name on Account: GLOVER PARK GROUP LLC

Bank Account Number: [REDACTED]

ABA Number (Wire Transfers Only): [REDACTED]

Swift Code (US Funds): [REDACTED]

CHIPS code: [REDACTED]

4. LIABILITIES OF THE PARTIES

The Parties shall be liable for failure to perform their obligations or an inadequate performance of their obligations under the Agreement. Unless otherwise proved, the defaulting Party shall fully pay the direct damages suffered by the other Party (with the exception of any indirect damages and/or recovery of damages through a criminal court). The Consultant shall not be liable for any damage that occurred because the Consultant trusted inaccurate or misleading information provided by the Client or because the Consultant was not provided with any necessary information.

5. COMMENCEMENT, COMPLETION, AMENDMENT AND CANCELLATION OF AGREEMENT

5.1. Entry of Agreement into Force and its Term

This Agreement shall come into effect after the signing of this Agreement by both the Consultant and the Client and registration of the Agreement by the Treasury Committee. In accordance with the article 386 of the Civil Code of the Republic of Kazakhstan this Agreement shall be effective for relations established before the date of this Agreement, but no earlier than 15th August 2014. This Agreement is valid till 31 December 2014.

5.2. Expiration of Agreement

If the Agreement has not been cancelled in accordance with item 5.7 of the Agreement, the Agreement shall expire when the Services have been provided and paid for and the expenses have been reimbursed under its terms.

5.3. Entire Agreement

The Agreement contains all the obligations, arrangements and provisions agreed upon by the Parties. No representative of any Party is authorized to make statements and representations, make promises or conclude agreements and the Parties will not be bound by or liable for them unless it is specified in the Agreement.

5.4. Changes

The terms of the Agreement including those concerning the scope of the Services may be changed only with the Parties' written consent. However, according to item 6.2 of the Agreement each Party shall duly consider any offers of changes.

5.5. Force-majeure

5.5.1. Definition

(i) For the purposes of the Agreement a force-majeure is an event which is beyond the Parties' reasonable control and which makes the performance of the Parties' obligations under the Agreement impossible or so meaningless that they cannot be performed under the circumstances, and it includes, without limitation, such events as war, disturbances, earthquake, fire, explosion, storm, flood or other unfavorable weather conditions, strikes, lockouts or other events in the industry (with the exception of cases when such strikes, lockouts or other events in the industry are within control of the Party that attempts to preclude a force-majeure), seizure or other actions of government agencies;

(ii) The term "force-majeure" does not apply to any events caused by negligent or deliberate actions of the Parties or their representatives and personnel and any events that could be duly precluded by the Parties by (A) taking them into account when concluding the Agreement and (B) by precluding or overcoming them while performing their obligations under the Agreement;

(iii) The unavailability of sufficient funds or failure to make any payments under the Agreement shall not be deemed as a force-majeure.

5.5.2. Non-infringement of terms of Agreement

Failure to perform the obligations under the Agreement by the Parties shall not be deemed an infringement or inobservance of the terms of the Agreement if such failure is caused by a force-majeure on condition that the Party that has suffered as a result of such an event took all reasonable precautions, exercised due caution and performed reasonable alternative actions to observe the terms of the Agreement.

5.5.3. Necessary steps to be taken

(i) Each Party that has suffered as a result a force-majeure shall take all the reasonable steps to restore the possibility of performing its obligations under the Agreement as soon as possible;

(ii) Each Party that has suffered as a result of a force-majeure shall send a notice about this event as soon as possible, but within five (5) days of the event, providing information on the nature and the cause of this event, and shall also send a notice when normal conditions have returned;

(iii) The Parties shall take all the reasonable steps to minimize the consequences of any force-majeure.

5.5.4. Prolongation of term

Any period, within which either Party must complete any action or task under the Agreement, shall be prolonged for a time, during which it was not able to perform this action due to a force-majeure.

5.5.5. Payments

While the Consultant is unable to provide the Services as a result of a force-majeure, it shall be entitled to receive further payments under the Agreement and the reimbursement of the expenses the Consultant had to reasonably incur during this period in connection with the provision of the Services and after the end of this period in connection with the resumption of the provision of the Services.

5.5.6. Consultations

Within twenty (20) days of the day, on which the Consultant became unable to provide a considerable part of the Services due to a force-majeure, the Parties shall consult with one another to agree on the steps to be taken under the circumstances.

5.6. Suspension of Payments

The Client may, upon notifying the Consultant in writing, suspend all additional payments under the Agreement if the Consultant fails to perform any of its obligations under the Agreement, including the provision of the Services, on condition such a notice of payment suspension (i) indicates the nature of failure to perform the obligations and (i) requests the Consultant to rectify the situation within thirty (30) days of receipt of this notice by the Consultant, but such a suspension may not be made before the expiry of the twenty-day (20-day) period set for the correction of errors by the Consultant.

5.7. Cancellation of Agreement

5.7.1. The Client:

The Client may cancel the Agreement by sending a written notice of any of the events indicated in sub items (i)-(v) of this item to the Consultant at least fifteen (15) days before the

cancellation (except for the case indicated in sub item (v) below when a written notice must be sent at least twenty (20) days) before the cancellation:

(i) if the Consultant has not rectified the situation, which was caused by its failure to perform its obligations under the Agreement as indicated in the notice of payment suspension in accordance with item 5.6 above, within fifteen (15) days of receipt of this notice or within a longer period which may be subsequently approved by the Client in writing;

(ii) if the Consultant becomes insolvent and bankrupt, or concludes agreements relieving it of its debts with its creditors, or is liquidated, or is placed under receivership (mandatory or voluntary);

(iii) if due to a force-majeure the Consultant is unable to perform a considerable part of the Services for at least thirty (30) days;

(iv) if the Consultant knowingly submits a statement to the Client, which considerably affects the Client's rights, obligations or interests and which, as far as it is known, is false;

(v) if the Client decides to cancel the Agreement at its own discretion and for some reason.

5.7.2. The Consultant:

The Consultant may cancel the Agreement by sending a written notice to the Client at least twenty (20) days before the cancellation in case any of the events indicated in sub items (i)-(iii) has occurred:

(i) if as a result of a force-majeure the Consultant is unable to provide a considerable part of the Services for at least thirty (30) days;

(ii) if the Consultant decides to cancel the Agreement at its own discretion and for some reason;

(iii) if the Client and the Consultant fail to agree on increasing the value of the Agreement by such necessary future amounts which are needed for an efficient provision of the Services in accordance with item 3.1 of the Agreement, except as limited by agreement in this contract, where permitted by law.

5.7.3. Cessation of rights and obligations

After the cancellation of the Agreement in accordance with item 5.7 or at the expiry of the Agreement in accordance with item 5.2 all rights and obligations of the Parties under the Agreement shall cease, except (i) such rights and obligations as may have accrued on the date of cancellation or expiration of the Agreement, (ii) the obligations of confidentiality indicated in item 2.1.2 of the Agreement and (iii) any rights which Parties may have under the laws of the Republic of Kazakhstan.

5.7.4. Cessation of Services

After the cancellation of the Agreement on the basis of the notice sent by any Party pursuant to items 5.7.1 and 5.7.2 hereunder, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to discontinue the provision of the Services in a prompt and orderly manner and shall make every effort to minimize the associated expenses. As for documents prepared by the Consultant, the Consultant has to proceed as indicated in item 2.1.4 of the Agreement.

5.7.5. Payments after cancellation of Agreement

After the cancellation of the Agreement pursuant to item 5.7.1 or 5.7.2 hereunder the Client shall make the following payments to the Consultant:

(i) pursuant to section 3 of the Agreement - the remuneration for the Services satisfactorily provided prior to the effective date of cancellation of the Agreement;

(ii) pursuant to section 3 of the Agreement - the compensation for direct reimbursable expenses actually incurred prior to the effective date of cancellation of the Agreement.

5.7.6. Disputes regarding events that resulted in cancellation of Agreement

If one of the Parties disputes that an event indicated in item 5.7.1 or 5.7.2 of the Agreement occurred, this Party may refer this matter to a court in accordance with section 7.2 within twenty (20) days of receipt of the notice of cancellation of the Agreement from another Party, and the Agreement shall not be cancelled due to this event except when it is done in accordance with an arbitration judgment stating that the events indicated in items 5.7.1 and 5.7.2 occurred. Before a court or arbitration judgment on this matter is passed the Parties' obligations under the Agreement, in particular those indicated in item 3.3 of the Agreement, shall continue to be effective.

6. JUSTICE AND GOODWILL

6.1. Goodwill

The Parties undertake to act in the spirit of goodwill in relation to each other's rights under the Agreement and to adopt all reasonable measures to ensure the achievement of the goals of this Agreement.

6.2. Use of Agreement

The Parties recognize that the Agreement cannot envisage all unforeseen circumstances which may arise during the validity of the Agreement and the Parties hereby agree that they suppose to use the Agreement fairly in their relations with one another without detriment to the interests of either Party, and if during the term of this Agreement either Parties believes that this Agreement is being used unfairly the Parties will use their best efforts to agree on such actions as may be necessary to eliminate the cause or causes of such unfairness.

7. SETTLEMENT OF DISPUTES

7.1. Amicable resolution of differences

The Parties shall make every effort to amicably resolve all the differences arising out of or in connection with the the Agreement or the interpretation thereof.

7.2. Resolution of disputes

Any difference between the Parties, which arises in connection with the Agreement and which cannot be amicably resolved within twenty (20) days of receipt by one of the Parties another Party's request for such amicable resolution, shall be resolved in the manner stipulated by the laws of the Republic of Kazakhstan.

8. FINAL PROVISIONS

8.1. The Agreement Law Governing

This Agreement, its meaning and interpretation and the relations between the Parties shall be governed by the laws of the Republic of Kazakhstan.

8.2. Languages and copies of Agreement

This Agreement is made and signed in the Russian and English languages in 3 (three) copies – one copy for each Party.

8.3. Headings

The headings of the sections do not change or affect the meaning of this Agreement.

8.4. Authorized representatives

All actions that must or may be taken and all the documents that must or may be complied with under this Agreement may be taken and complied with by the following authorized persons:

- (a) on behalf of the Ministry of Justice – Mr. M.B. Beketayev
- (b) on behalf of the Consultant Carl A. Smith, Jr..

8.5. Taxes and Duties

The Consultant shall independently pay applicable taxes, duties, charges and other payments that may be imposed in accordance with the Convention between the Government of the Republic of Kazakhstan and the Government of the United States of America on Avoidance of Double Taxation and the prevention of fiscal evasion with respect to taxes in income and capital and the laws of the Republic of Kazakhstan.

9. LEGAL ADDRESSES OF THE PARTIES

The Client: SE Ministry of Justice
of the Republic of Kazakhstan
010000, Republic of Kazakhstan, Astana,
8 Orynbor str,
building "House of Ministries"
BIN 9403 4000 0421
BIC KKMFKZ2A
IBAN KZ92070101KSN0000000
BC 11
Treasury Committee of the Ministry of Finance
of the Republic of Kazakhstan

The Consultant: The Glover Park Group, LLC
1025 F Street, NW, 9th Floor, Washington, D.C., 20004, United States of America

IN CONFIRMATION WHEREOF the Parties have signed this Agreement on the date indicated above.

On behalf of the Ministry of Justice of the Republic of Kazakhstan



Mr. Beketayev M.B.

On behalf of The Glover Park Group, LLC



Mr. Carl A. Smith, Jr.

**Glover Park Group
1025 F Street, 9th Fl
Washington, DC 20004**

Appendix 1

Consultant Personnel

Tana Bosshard, Assistant

Megan Grant, Director

Jason Miner, Managing Director

Alex Mistri, Managing Director